

GRANT AGREEMENT**DATE: June 29, 2009**

PROJECT:**Project Title: Frederick Recreation Area, Phase I Improvements**a. **Contract Number: 09390**b. **Project Location:****Completion Date: June 18, 2011**

PARTIES TO AGREEMENT:**Board: The State Board of the Great Outdoors Colorado Trust Fund****Address: 1600 Broadway, Suite 1650****Denver, CO 80202****Telephone: (303) 226-4500****Facsimile: (303) 863-7517****Grantee: Town of Frederick****Address: P.O. Box 435****Frederick, CO 80530****Contact Name: Jordan Eichen****Contact Title: Assistant to the Administrator****Telephone: (303) 833-2388****Facsimile: (303) 833-3817**

RECITALS

A. The State Board of the Great Outdoors Colorado Trust Fund (referred to herein as "GOCO" or the "Board") is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to the Board and directs the Board to invest those proceeds in the State's parks, wildlife, open space and recreational resources.

B. In 1994, the Board created a statewide grant program, pursuant to which eligible entities could apply for grants for local government parks and outdoor recreation projects to which Grantee responded with a detailed application (the "Project Application").

C. Grantee submitted a Project Application to the Board which contemplates the execution of the project entitled and described above (the "Project"), a copy of which Project Application is incorporated by reference and attached as Appendix A.

D. The Board approved Grantee's Project Application on June 18, 2011, subject to the execution of a detailed grant agreement, and subject to the terms and conditions set forth herein. For purposes of this Agreement, the "Project" shall be defined as the project described in the Project Application, as the same may be modified pursuant to the terms of this Agreement.

E. The parties intend this agreement to be the detailed final grant agreement required by the Board (the "Agreement").

AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into the terms of this Agreement.
2. **Grant and Project.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed **\$200,000.00** (the "Grant"). The Grant shall be used by Grantee solely to complete the Project, in substantial conformity with the final plans, specifications, designs and uses approved by the Board.
3. **Project Scope.** Grantee shall not materially modify the Project without the prior written approval of the Executive Director of GOCO ("Executive Director"), such approval to be in GOCO's sole discretion. Any material modification to the Project undertaken without GOCO's prior written consent may be deemed a breach of this Agreement by GOCO, entitling GOCO to all remedies available under this Agreement.
4. **Grantee Efforts.** Grantee shall complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and GOCO's approvals related to the Project.
5. **Matching Funds.** Except as otherwise specifically provided under Paragraph 7e, below, prior to funding of the Grant by GOCO, Grantee shall obtain the matching cash and in-kind contributions for the Project as described in the Project Application and as required by GOCO policy, and shall provide such evidence of the same as GOCO may require in its discretion from time-to-time.
6. **Representations and Warranties of Grantee.**
 - a. Grantee is a municipality duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement;
 - b. Grantee's City Council has authorized entering into this Agreement as evidenced by the resolution attached hereto as Appendix B;

c. Grantee has fee simple title to the property on which the Project is to be located (the "Property"), as evidenced by the documentation attached hereto as Appendix C, and no other restrictions, liens, easements, rights of way, encumbrances or other matters have been made of record against the Property. GOCO may require Grantee to provide an Ownership and Encumbrance report satisfactory to GOCO in GOCO's discretion prior to funding. If the Property is not under control of Grantee, the Intergovernmental Agreement attached hereto as Appendix I, between Grantee and the property owner submitted with the Project Application and attached hereto as Appendix A continues in effect and unmodified; and,

d. No material modifications have been made to the Project Budget (the "Budget") and Project Timeline (the "Timeline") for this Project (which are attached hereto and incorporated herein as Appendix D and Appendix E respectively). Grantee hereby agrees to promptly submit all material revisions to their Budget and Timeline for advanced written approval by GOCO, which approval shall be in GOCO's sole discretion. As provided further below, the Board reserves the right at any stage of the Project to withhold funding if (i) modifications to the Project are so substantial as to make it, in the Board's judgment, substantially different in quality or kind from that approved by the Board under this Agreement, or (ii) delays in the implementation of the Project have occurred which, in the Board's judgment, make the Project impracticable;

7. **Information to be Provided Prior to Disbursement of Funds.** Except as set forth in Paragraph 7.f., below, prior to any disbursement by the Board of any grant funds for the Project, the Grantee must provide the Board with the following:

a. Written certification from the Grantee that the Project has been completed according to the Budget, the Timeline and in accordance with applicable governmental requirements, along with delivery of the Final Report project expenditure documentation detailed in Appendix F (the "Project Expenditure Documentation"), and such other reports or documentation as may be required hereunder or as otherwise determined in the discretion of GOCO;

b. Written certification from the Grantee that the matching funding has been received as outlined in the Budget;

c. Written certification from the Grantee that the representations made to the Board in the Project Application continue to be true (or, if there have been any material changes, the Board has been advised of such changes and has consented to such changes);

d. All permits and approvals required for completion of the Project under applicable local, state and federal laws and regulations have been obtained;

e. Special Project Conditions: _____

f. In any case where the applicant has requested to receive reimbursement prior to the commencement of work on a project, the advanced payment is considered to be a loan, until the total project is complete and the final report documentation has been submitted and approved. Once completed and approved the payment will be considered as a grant payment.

8. **Conditions for Disbursement of Funds.** Except as provided in Paragraph 9, below, the Grant funds hereunder are subject to the following requirements and conditions:

a. The Grant funds shall only be used for the acquisition of fixed assets, including land acquisition, construction of new facilities, and enlargement or renovation of existing facilities. Funding may not be used to pay for maintenance costs, design costs, administrative costs (such as salaries associated with administering the Grant, office supplies, telephone, or travel expenses), non-fixed assets (such as athletic equipment), or any other costs deemed to be ineligible by the Board. However, up to 50% of the total design, engineering and/or architectural costs may be used toward the match as described in the Project Application.

b. Disbursement of Grant funds shall be made on the basis of costs actually incurred by Grantee and supported by written documentation (receipts, bills, etc.). A reduction in total Project cost or a reduction in Grantee's matching funding may result a proportional reduction in the grant award in GOCO's sole discretion. GOCO may, in its discretion, depending on the nature of the Project, require documentation of mechanics lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.

c. Except as otherwise agreed to in advance by GOCO in accordance with the terms of this Agreement, no material modifications have been made to, or material delays in the Timeline experienced by, the Project.

d. Full and final payment of the Grant funds will be made to Grantee upon completion of the Project, and submission and approval of the Project Expenditure Documentation and such other information as is required under this Agreement, including without limitation, the information required under Paragraphs 6 and 7, above.

e. Grantee shall submit a written request for reimbursement as outlined in the Project Expenditure Documentation prior to the completion date. Projects are considered completed when all anticipated land has been acquired, and all facilities, trails or other improvements included in the Project as approved have been built and are ready for their intended use. Failure to submit the request for reimbursement within the specified time period may result in reduction or loss of grant dollars even if there are undisbursed amounts remaining in the Grant.

9. **Waiver.** The Executive Director or the Executive Director's designee may in such person's discretion, waive or agree to modify one or more of the obligations in sections 6, 7 or 8 of the Agreement, or may permit performance of one or more of such obligations subsequent to disbursement.

10. **Payment of Grant.** Subject to GOCO's determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant and subject to the provisions of Section 19 of this Agreement and upon satisfaction of all the conditions set forth in Paragraphs 6, 7 and 8 hereof, the Board shall disburse the funds for the Grant as follows:

\$200,000.00 during the quarter from January through March of 2010.

In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable in its discretion, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future GOCO operating expenses and budgetary needs.

This reimbursement schedule is a reflection of the scenario chosen by Town of Frederick for payment on the Frederick Recreation Area, Phase I Improvements project, #09390.

11. **Project Operation and Maintenance. Grantee agrees:**

a. The Grantee will operate and maintain the Project in a reasonable state of repair for the purposes specified in the Project Application for a period of 25 years from the date of completion of the Project or the useful life of the project, in accordance with product warranties and/or the generally accepted standards in the parks/recreation/wildlife community. GOCO shall not be liable for any cost of such maintenance, management or operation. Failure to operate and maintain the Project in accordance with the terms hereof may be deemed a default by Grantee under Paragraph 21, below.

b. Within 60 days of request, Grantee will provide the Board with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project as the Board may reasonably request.

c. The Board ***requires*** that a Restrictive Covenant for a period of 25 years be executed by the parties in the form attached hereto as Appendix G, which shall, upon completion of the project and/or acquisition of the Property by the Grantee, (but in any event prior to the provision of final funding hereunder by GOCO), be recorded in the real estate records for the County in which the Property is located, and which shall require that the Property and the Project be used for the 25 year period, or the useful life of the project, in accordance with product warranties, for the purposes set forth in the Application and approved hereunder.

12. **Public Access.** Grantee agrees, for itself and its successors in interest, to allow reasonable access to the members of the public to the Project.

13. **Compliance with Regulatory Requirements and Federal and State Mandates.** The Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive

bidding, and other similar requirements. To the extent permitted by law, the Grantee will indemnify and hold the Board harmless from any liability for any failure to comply with any such applicable requirements.

14. **Nondiscrimination.** During the performance of this Agreement, the Grantee and its contractors, subcontractors and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, or any other basis prohibited by local, state or federal law. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, during the performance of this Agreement, the Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.

15. **Publicity and Project Information. Grantee agrees:**

a. Grantee shall acknowledge Board funding in all publicity issued by it concerning the Project;

b. Grantee shall cooperate with the Board or the Board's designee in advance in preparing public information pieces related to the Project;

c. Grantee shall give the Board the right and opportunity to use information gained from the Project;

d. Grantee shall erect and maintain a sign at a prominent location on the Project site acknowledging the assistance of Great Outdoors Colorado and the Colorado Lottery. Such signs can be obtained through Great Outdoors Colorado, or the Board will provide reproducible samples of its logo to the Grantee for custom signs.

i. Any permanent sign(s) design materially varying from the signs provided by GOCO shall be approved in advance by GOCO. To obtain such approval, Grantee shall submit to GOCO plans describing the number, design, placement, and wording of signs and placards shall be submitted to the Board for review and approval prior to completion of the Project.

ii. Final payment may be withheld by the Board pending placement of permanent signage and photographs submitted in the manner approved by the Board;

e. Grantee shall give the Board a minimum 30-day notice of an opportunity to participate in Project dedications.

f. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials;

g. Grantee shall provide quality photographs or slides of the completed Project upon request of GOCO; and

h. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or acting on behalf of GOCO.

16. **Liability.**

a. Grantee shall be responsible for, and to the extent permitted by law (including any constitutional or statutory limitations on the ability of a governmental entity to provide indemnification), indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable legal fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from the State of Colorado, the Board, its members, officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement. Grantee acknowledges that Grantee is the owner of the Project and the Property upon which it is located, or has control of the Project and the Property, and that GOCO neither possesses nor controls the Project, the Property, nor the operations of the Project.

b. Anything else in this Agreement to the contrary notwithstanding, no term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Board under the Colorado Governmental Immunity Act ("CGIA") as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted). This provision may apply to the Grantee if the Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq. The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

17. **Audits and Accounting.** Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The accounts, documents, and records related to the Project shall be retained by the Grantee for not less than five (5) years following the date of disbursement of funds under this Agreement. The Board, or its designated agent, shall have the right, upon reasonable notice to the Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of Board funds. While the Grantee is not required to use GAAP (Generally Accepted Accounting Principles), the Grantee shall use reasonable and appropriate accounting systems in maintaining the required records hereunder.

18. **Inspection.** Throughout the term of this Agreement (25 years from date of this Agreement, unless otherwise agreed in writing), GOCO shall have the right to inspect the Project area to ascertain compliance with this Agreement.

19. **Withdrawal of Board Funding; Termination of Agreement.** Anything else in this Agreement or otherwise to the contrary notwithstanding, the Board may withdraw funding for the Project and/or terminate this Agreement if the Board determines in its discretion that (A) facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical; (B) any material changes in the scope or nature of the Project have occurred from that which was presented in the Project Application (and such material change(s) has not received the prior written approval of GOCO), (C) any statement or representation made by the Grantee in the Project Application or this Agreement is untrue, inaccurate or incomplete in any material respect, (D) the results of GOCO's Project Expenditure Documentation review are not acceptable to GOCO; (E) GOCO determines in its discretion that the Project cannot be completed within the Timeline or any extensions granted thereto, or within the Budget or any modifications granted thereto; or (F) sufficient net lottery proceeds are not available to fund the Project.

20. **Completion Date.** Grantee shall complete the project no later than (June 18, 2011) (the "Completion Date") which is two calendar years after the Board's approval of the Project. Grantee may request an extension of the Completion Date in compliance with GOCO's Overdue Grant Policy, a copy of which is attached as Appendix H ("Overdue Grant Policy"). In addition to other rights set forth in this Agreement, the Board may elect to terminate this Agreement and deauthorize the Project in the event this Completion Date is not met or an extension is not sought and/or granted as provided by the Overdue Grant Policy. If the Grantee determines with reasonable probability that the Project will not or cannot be completed as reflected in the Project Application, the Grantee will promptly so advise the Board, and cooperate in good faith with respect to alternative solutions to the problem before any further funds are advanced.

21. **Breach.** In the event that the Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, the Board may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:

- a. Prior to payment of Grant:
 - i. Withdraw the Grant and terminate this Agreement; and,
 - ii. Deny the Grantee eligibility for participation in future Board grants, loans or projects.
- b. After payment (partial or full) of Grant:
 - i. Deny the Grantee eligibility for participation in future Board grants, loans or projects;

ii. Seek specific performance of the Grantee's obligations under this Agreement;

iii. Receive reimbursement in full of the original Grant,

The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event GOCO must pursue any remedy hereunder and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

22. **Good Faith.** There is an obligation of good faith on the part of both parties, including the obligation to make timely communication of information, which may reasonably be believed to be material to the other party.

23. **Assignment.** Grantee may not assign its rights under this Agreement without the consent of the Board, which consent shall be in the discretion of the Board. Any assignment shall require, at a minimum, that the assignee assume Grantee's ongoing obligations under this Agreement.

24. **Applicable Law.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the State Courts of the City and County of Denver.

25. **No Joint Venture.** Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties hereto other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.

26. **Severability.** If any provision of the Grant Agreement, or the application thereof is found to be invalid, the remainder of the provisions of this Grant Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

27. **Time is of the Essence.** Time is of the essence in this Agreement.

28. **Survival.** The terms and provision of this Agreement and the parties' covenants hereunder shall survive the funding of the Grant and the acquisition of the real property interest by Grantee.

29. **Fax and Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by telecopy as if they were original signatures.

30. **Third Party Beneficiary.** The Board and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended.

31. **Construction.** Each party hereto has reviewed and revised (or requested revisions of) this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.

32. **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

33. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid unless made as an amendment to this contract, approved by the Board, and signed by the parties in this Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the ___ day of _____ 2009.

STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND

GRANTEE:
Town of Frederick

By: _____
Lise Aangeenbrug
Executive Director

By: _____
Name: _____
Title: _____

APPENDIX A
PROJECT APPLICATION

(Please include the entire grant application, as submitted in August 2008.)

APPENDIX B
CITY/BOARD RESOLUTION

SAMPLE RESOLUTION

A resolution supporting the agreement between the (Name of Contracting Entity) and The State Board of the Great Outdoors Colorado Trust Fund.

WHEREAS, the (Name of Contracting Entity) supports the completion of (Name of Project).

WHEREAS, the (Name of Contracting Entity) has received a grant from Great Outdoors Colorado to fund the (Name of Project), subject to the execution of a grant agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE (The Governing Body of Contracting Entity) OF THE (Name of Contracting Entity) THAT:

SECTION 1: The (Governing Body of Contracting Entity) hereby authorizes the (Designated Official) to sign the grant agreement with Great Outdoors Colorado.

SECTION 2: The (Governing Body of Contracting Entity) hereby authorizes the expenditure of funds as necessary to meet the terms and obligations of the grant agreement and application.

SECTION 3: This resolution to be in full force and effect from and after its passage and approval.

PASSED AND APPROVED (date)

APPROVED (signature of appropriate official(s)).

APPENDIX C
PROOF OF OWNERSHIP
(A copy of the property deed or a long-term lease.)

APPENDIX D

PROJECT BUDGET

(Submit a new budget if the project numbers have changed.)

APPENDIX E

PROJECT TIMELINE

(Submit a new timeline if the project timeline has changed.)

APPENDIX F
PROJECT EXPENDITURE DOCUMENTATION
(To be completed and submitted prior to final grant disbursement.)



GREAT OUTDOORS
COLORADO

LPOR GRANT FINAL

REPORT FORM

Project Title: _____

Grant Agreement No.: _____

Contact Name and Phone No.: _____

Grantee (Sponsoring Entity): _____

Grantee Contact and Address: _____

Amount of Payment Requested: _____

GRANT AMOUNT: _____

CASH MATCH: _____

IN-KIND MATCH: _____

TOTAL PROJECT COST: _____

**REIMBURSEMENT OF GRANT IS MADE UPON PROJECT COMPLETION AND
SUBMISSION OF THE FOLLOWING ITEMS:**

- 1) Approved Project Budget;
- 2) Actual Project Budget;
- 3) Expense Worksheet;
- 4) Copies of invoices for all cash expenditures over \$1,000;
- 5) Authorized accounting statement verifying all expenditures, signed by finance department
- 6) Statements detailing the value of donated services/materials/equipment (In-Kind);
- 7) Picture of the completed project, with installed Lottery signage;
- 8) Signed Declaration of Covenants and Conditions.

FURTHER INSTRUCTIONS LOCATED ON PAGE 2.

Please read the following statement, sign and date below to verify its accuracy.

1. *The grantee is in compliance with the terms and conditions of the GOCO Grant Agreement.*
2. *All project documentation is true and accurate reflecting only those eligible costs incurred and paid to date as described in the project application approved by the Board. The grantee certifies that it has on file invoices, receipts, contracts, and/or proof of payment for the costs incurred and will maintain those records for inspection by GOCO or GOCO's auditors for a period of five years, in accordance with the GOCO Grant Agreement.*

By: _____ Date: _____

Printed Name: _____ Title: _____

INSTRUCTIONS

APPROVED PROJECT BUDGET (#1). Submit a copy of the budget that was included with the signed grant agreement.

ACTUAL PROJECT BUDGET (#2). The budget should identify the actual costs of the project versus what was approved. Use the same budget categories as in the approved budget. We do not expect the actual budget to be the same as what was budgeted, as the total cost is often higher than expected.

Include only ELIGIBLE project expenses as stated in the GOCO LPOR application. Some ineligible items include: administrative or travel expenses, non-fixed assets (purchase of tools or equipment), and design, architectural and engineering fees (50% of the total design/engineering cost is allowed).

Any items omitted from the approved budget should have been previously approved by GOCO staff, however please provide a written explanation of why these items were removed and include it with this report.

EXPENSE WORKSHEET (#3). The expense worksheet is a financial breakdown of your actual budget and assists GOCO staff in locating corresponding financial documentation. Include columns for budget category, vendor/description, check number(s), GOCO amount, applicant/partner cash amount, in-kind amount, and total. Each line should be labeled so that the corresponding financial attachments (invoices, in-kind statements, and the accounting statement) can be located (i.e. A, B, C).

INVOICES AND VERIFICATION OF PAYMENT (#4 and #5). Enclose invoices or purchase orders for all cash expenditures. It is very important that all invoices are labeled to correspond with the expense category on your Expense Worksheet. Enclose a certified accounting statement, signed by the finance department. Label the expenses and indicate how each ties directly to the invoices or purchase orders to demonstrate that the item has been paid. Please include project-related expenses only. If necessary, identify project expenses from non-project expenses when an invoice or payment incorporates both.

IN-KIND DOCUMENTATION (#6). To demonstrate in-kind contributions of labor, materials and/or equipment: 1) attach invoices or letters from vendors identifying the value of the donated items, and/or 2) include a written summary of the in-kind contributions. For staff labor, include a summary how the value was obtained (number of hours, number of workers, rate per hour, etc.). Please label the in-kind breakdown(s) to correspond with an expense category on the Expense Worksheet.

PICTURES (#7). Provide picture(s) of the completed project and of GOCO signage. If you have not yet ordered or received your sign, please indicate the expected completion date. To order a free sign from GOCO, please contact Emily Paton Davies at (303) 226-4531 to request a Signage Order Form

SIGNED DECLARATION OF COVENANTS AND CONDITIONS (DCC) (#8).

The Declaration of Covenants and Conditions is a document which permanently records the site improvements and/or additions, using GOCO's public funding, to the project site. The grantee is required to complete the form, which asks for; project location, specific improvements made, grant award, local match and total project cost, and sign, notarize and return the document to GOCO for signatures and notarization. GOCO will then return the original document to the grantee to be recorded on the property deed.

APPENDIX G
RESTRICTIVE COVENANT

(To be completed and submitted to GOCO at the conclusion of the project.)



G R E A T O U T D O O R S C O L O R A D O

DECLARATION OF COVENANTS AND CONDITIONS DATED _____

A GRANT FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND HAS BEEN UTILIZED TO ASSIST IN THE ACQUISITION, IMPROVEMENTS AND/OR THE ENHANCEMENTS OF _____ PROJECT. THIS DECLARATION ACKNOWLEDGES THAT, FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE HEREOF, THE PROPERTY ON WHICH SUCH PROJECT IS LOCATED, (THE LEGAL DESCRIPTION OF WHICH IS SET OUT BELOW (THE "PROPERTY")), WILL BE OPERATED AND MAINTAINED BY THE OWNER THEREOF IN A REASONABLE STATE OF REPAIR AND FOR THE PURPOSES SPECIFIED IN THE PROJECT GRANT AGREEMENT DATED _____, _____, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A. THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND AND THE OWNER OF THE PROPERTY HAVE DETERMINED THAT THE ADOPTION OF THESE COVENANTS AND CONDITIONS IS IN THE PUBLIC INTEREST. THE RESTRICTIONS IMPOSED HEREBY CANNOT BE MODIFIED EXCEPT BY WRITTEN AGREEMENT OF THE GREAT OUTDOORS COLORADO TRUST FUND

Project Location and Property Legal Description:

Address of Project: _____

Legal Description of Property on which Project is Located:

Lot _____, Block _____ Subdivision, according to the plat thereof
Recorded _____, 19 _____ under Reception No. _____ of the records of the Clerk
and Recorder of _____ County, Colorado. (If Property legal description is a
Metes and Bounds, the same is attached hereto and incorporated herein as Exhibit B).

Project 09390
July 7, 2009

{MUNICIPALITY/BOARD NAME}

By: _____
Name:
Title:

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__,
by _____ as _____ of _____.

Witness my hand and official seal.

My commission expires: _____
Notary Public

APPROVED AS TO FORM:

County/City/District Attorney

**COUNTY OF
STATE OF COLORADO**

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
Name:
Title:

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__,
by _____ as _____ of _____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

APPENDIX H
OVERDUE GRANT POLICY
(For information only.)



GREAT OUTDOORS COLORADO

Great Outdoors Colorado Overdue Grants Policy

Grant is current and the original due date is applicable.

GOCO Staff ("Staff") will send a letter to the Grantee within 60 days of the project's anticipated due date to remind Grantee that the final report will soon be due. This letter will also remind the Grantee of GOCO's policy for project modifications and project extensions.

Failure to complete the project by the original due date, or by any extended due dates authorized by GOCO as discussed below, may result in the de-authorization of the grant by the GOCO Board ("Board"). Also, failure to complete the project by the applicable due date may result in the applicant being suspended from applying in pending or future grant cycles.

Grant is current and the original due date is applicable, but the grantee needs to request an extension.

If the Grantee needs to extend the original due date of the current project, the Grantee must notify GOCO immediately by submitting a written request to the Executive Director of GOCO ("Executive Director") that outlines the specific need for the extension, known as a *Request for a Staff Extension*. Staff extensions do not exceed 90 days. GOCO Staff have the discretion to grant one 90-day extension if the request is deemed reasonable and warranted. Staff will notify the Grantee in writing of the decision to grant or deny the request for a staff extension.

Failure to submit the *Request for a Staff Extension* to the Executive Director 30 days prior to the original due date may result in the de-authorization of the grant by the Board. If the Grantee needs an extension of more than 90 days, the Grantee shall forgo the staff extension and apply for a Board extension as discussed below.

Grant is current and the Grantee has already received a staff extension and desires further extension by the Board, OR the Grantee elects to forgo the staff extension in favor of seeking a Board extension.

If the Grantee needs an extension in addition to the staff extension, or has elected to forgo the staff extension, the Grantee must notify GOCO immediately by submitting a written request to the Executive Director that outlines the specific need for the extension, known as a *Request for a Board Extension*. The Grantee's *Request for a Board Extension* will be considered by the Board at its next scheduled meeting. The Board has the sole discretion to grant or deny the requested extension. The grant will not be considered overdue while the request for extension is pending.

Failure to submit the *Request for a Board Extension* to the Executive Director 30 days prior to the original due date or staff extended due date may result in the de-authorization of the grant by the Board.

Grant is overdue; the original due date or extended due date has passed.

If the Grantee has not fulfilled the requirements of the GOCO grant award, and has not completed the project by the original due date set forth in the Grant Agreement or by any extended date(s) as approved by GOCO, staff will send a *De-authorization Warning* letter to the Grantee no later than 60 days after the applicable due date has passed.

The *De-authorization Warning* letter will state that the grant shall be presented to the Board for de-authorization or other appropriate action at the next scheduled Board meeting. The Grantee must respond to the *De-authorization Warning* letter at least 14 days prior to that Board meeting. The Board has the sole discretion to de-authorize the grant, extend the due date or take any other action it deems appropriate, including but not limited to modifying the terms and conditions of the grant award. Staff will notify the Grantee in writing of the Board's decision. If an extension is not granted, a written *Notice of De-authorization* will be sent to the Grantee.

Failure to respond to the *De-authorization Warning* letter will result in an automatic de-authorization of the grant and will result in the applicant being suspended from applying in pending or future grant cycles.

Please contact GOCO staff Wally Piccone, Aimee Wesley or Jackie Lecce at 303.226.4500 with any questions regarding GOCO's overdue grants policy.

APPENDIX I
INTERGOVERNMENTAL AGREEMENT
(If applicable.)